

GOLDEN EAGLE UNIT NO. 6 – PHASE 2

**RESIDENTIAL
DECLARATION OF COVENANTS AND RESTRICTIONS**

STATE OF FLORIDA,
COUNTY OF LEON:

KNOW ALL MEN BY THESE PRESENTS that this Declaration of Covenants and Restrictions for Golden Eagle Unit No. 6 – Phase 2, made and entered into on this 20th day of May, 2002, by Twin Action Properties, Inc., a Florida corporation, hereinafter referred to as "Developer".

WITNESSETH

WHEREAS, Declarant is the owner of certain real property in Leon County, Florida, more particularly described in Exhibit "1" as Golden Eagle Unit No. 6 – Phase 2, attached hereto, and

WHEREAS, Developer is desirous of creating and maintaining a residential neighborhood upon said property and it is to the interest, benefit and advantage of those who hereafter purchase and own individual lots in said neighborhood that certain protective covenants and restrictions be adopted to govern and regulate the development, use and occupancy of such lots;

WHEREAS, Developer has deemed it desirable for the efficient preservation of the values and amenities in said community, to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created, and;

WHEREAS, an existing homeowners association has been incorporated under the laws of the state of Florida as a nonprofit corporation; the GOLDEN EAGLE HOMES ASSOCIATION, INC. for the purpose of exercising the functions aforesaid;

NOW THEREFORE, Developer hereby declared that all of the properties described above shall be held, developed, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability, of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE I
PROPERTY SUBJECT TO THIS DECLARATION**

Section 1. Existing property. The real property which is, and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Leon County, Florida, and is more particularly described in Exhibit "1", as Golden Eagle Unit No. 6 – Phase 2, attached hereto.

Section 2. Additional Property. Additional Units of Golden Eagle may become subject to this Declaration by recordation of additional declarations containing substantially the same substance as the instant indenture in the sole discretion of the developer.

ARTICLE II **DEFINITIONS**

(a.) "Assessment" shall mean the sum of money determined by the Board of Directors of the Association as provided herein, which shall be levied against each Owner for the maintenance, upkeep and preservation of the Properties and Restricted Areas (Green Areas) pursuant to these covenants, the by-laws, and rules and Regulations adopted by the Association.

(b.) "Association" shall mean and refer to GOLDEN EAGLE HOMES ASSOCIATION, INC., which shall be a Florida non-profit corporation, its successors and assigns.

(c.) "Board" shall mean and refer to the Board of Directors of the Golden Eagle Homes Association, Inc.

(d.) "Building" shall include, but not be limited to, both the main portion of such building and all projections or extensions thereof, including garages, outside platforms and decks, carports, canopies, enclosed malls, porches, walls, docks and fences.

(e.) "Building Setback Line" shall mean an imaginary line or lines parallel to any property line specifying the closest point from the rear or front property line that a building structure may be located. See Schedule "A".

(f.) "By-laws" shall mean the by-laws of the Association.

(g.) "Committee" shall mean and refer to the Architectural Control Committee.

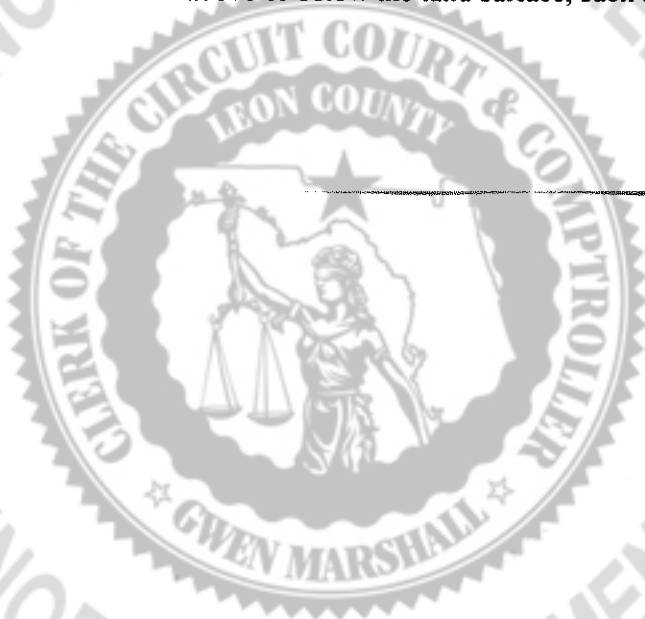
(h.) "Open Space" shall mean all real property (including any improvements thereof), as well as drainage and pedestrian easements and ponds, owned by the Association and intended to be used for the common use and enjoyment of the Owners as provided herein.

The Open Space or Roadways to be owned by the Association at the time of the conveyance is described as the roadways described in Exhibit "2" attached hereto, and the areas designated "Common Area" or "Roadway" on the attached Exhibit "2".

(i.) "Developer or "Declarant" shall mean Twin Action Properties, Inc., its grantors, successors and assigns.

(j.) "Directors" shall mean the Directors of the Association

(k.) "Improvements" shall mean and include structures and construction of any kind, whether above or below the land surface, such as, but not limited to, buildings, out-buildings, water lines,



sewers, electrical and gas distribution facilities, loading areas, parking areas, walkways, wells, fences, hedges, mass plantings, entrance ways or gates and signs.

(l.) "Living Area" shall mean and refer to those heated and/or air conditioned, interior dimensions, which are completely finished as living area and which shall not include garages, carports, porches, patios or storage areas.

(m.) "Living Unit" shall mean and refer to any portion of a building situated upon The Properties designed and intended for use and occupancy as a residence by a single family.

(n.) "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of The Properties with the exception of Common Properties as heretofore defined.

(o.) "Single family Lot" shall mean those parcels of land within the Properties which have been designated for single family development and are exclusive of the Restrictive Areas.

(p.) "Member" shall mean and refer to all those Owners who are members of the Association, as provided in Article V, Section 1, hereof.

(q.) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any site situated upon the Properties, but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure. excluding those having such interest merely as security for the performance of an obligation. "Owner" shall be construed to include a Lot Owner or a Residential Living Unit Owner.

(r.) "The Properties" shall mean and refer to that certain real property described in Exhibit "1", as Golden Eagle Unit No.6 – Phase 2, hereof, and such additions thereto as any hereafter be brought within the jurisdiction of the Association and subjected to these or similar covenants and restrictions, as specified in Article I.

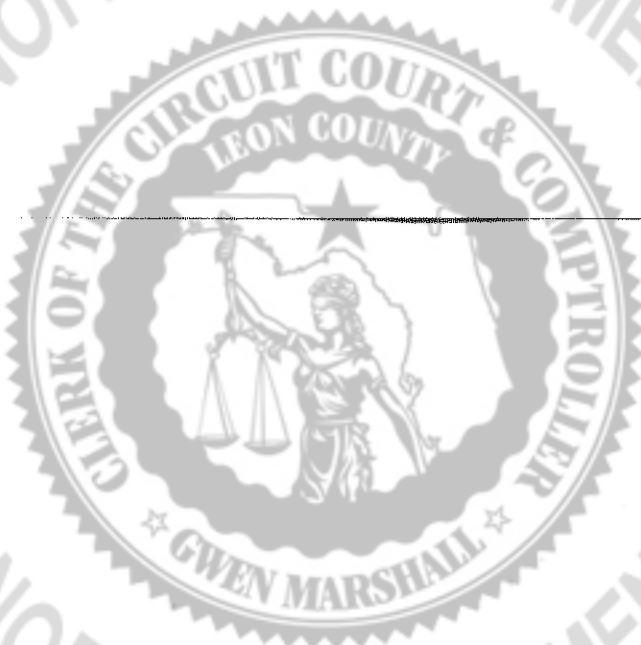
(s.) "Site" shall mean a portion of contiguous portions of said property, which accommodates a single use or related uses under single control. In areas zoned for single-family use, "site" shall mean and refer to any plat of land shown upon any recorded subdivision map of The Properties with the exception of Common Properties as heretofore defined. After Improvement to the site providing for residential use, "site" shall mean each Residential Living Unit and its adjoining property.

(t.) "Rules and Regulations" shall mean rules and regulations adopted by the Association or Architectural Control Committee.

ARTICLE III

USE RESTRICTIONS

1. Residential Only. The Developer intends for the Properties to be developed as a residential community. Accordingly, the Lots and any structures thereon shall be used solely for residential purposes. The Developer may, however, use and develop a Lot or Lots as a model home site and for display and sales offices.



2. Conformance with Zoning. All structures constructed on a Lot shall conform to the Tallahassee-Leon County Zoning Code as it exists at the time of construction and shall be placed on the Lot in conformance with its requirements.

3. Temporary Residences Prohibited. No structure of a temporary character, such as, but not limited to, a trailer, mobile home, garage, barn or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently. Boats, trailers, campers or other recreational vehicles shall be parked or stored within the owner's garage or at such other areas as may be designated by the Homeowners Association or the Developer.

4. Dwelling Quantity and Size. The total floor area of the main structure, exclusive of porches, garages, and patios shall not be less than the amounts designated in Schedule "A" attached hereto.

5. Nuisances. No noxious or offensive activities shall be carried on upon any Lot or Restricted Area nor shall anything be done on it that may be or may become an annoyance or nuisance to the property owners.

6. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes. The Association may adopt and implement regulations and rules governing pets within the Properties.

7. Signs. All signs must be approved by the Architectural Control Committee. No sign of any kind other than authorized traffic control signs shall be placed on the right-of-ways or Common areas without Homeowner's Association approval.

8. Trees. No large trees of any kind measuring 6" in diameter, if within 50 feet of the golf course boundary, or 12" or more in diameter for the other portions of a Lot, at a height measure three (3) feet above the natural ground elevation shall be cut or removed from any Lot without the express written approval of the Architectural Control Committee, unless located within ten (10) feet of the main dwelling or within ten (10) feet of the approved site for such building.

9. Antennas. Exterior radio, television and satellite dishes (18" or less in diameter) and other type of antenna installations must be approved in writing by the Architectural Control Committee.

10. Window Units. The location of all exterior heating and/or air conditioning compressors, window units or other machinery or equipment installed after sale of any Lot by the Developer shall be submitted for approval by the Architectural Control Committee prior to installation.

Violations of this Article or any other covenant and/or restriction contained in this document may be enforced by the Association, either through legal action to restrain such conduct or by an assessment of a fine against the Owner or their Contractor directly or indirectly responsible for such conduct. Such fine shall be reasonable in relationship to the offense. The Board shall create a fine schedule and procedure for the levying of fines and make same available to any owner upon request.



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ARTICLE IV
PROPERTY RIGHTS AND OBLIGATIONS

1. Owner's easements of Enjoyment. Every owner shall have a right and easement in and to the Restricted Areas and roadways which shall pass with the title of every Lot, subject to the following provisions:

(a.) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Restricted Area;

(b.) The right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published Rules and Regulations;

(c.) The right of the Association to dedicate or transfer all or any part of the Restricted Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless such transfer is approved by two-thirds (2/3) vote of members present, or represented by proxy at a meeting called specifically for that purpose.

(d.) The right to delegate, in accordance with policy adopted from time to time by the Directors, the right of enjoyment of the Restricted Areas, and facilities to family members, guests, tenants and contract purchasers.

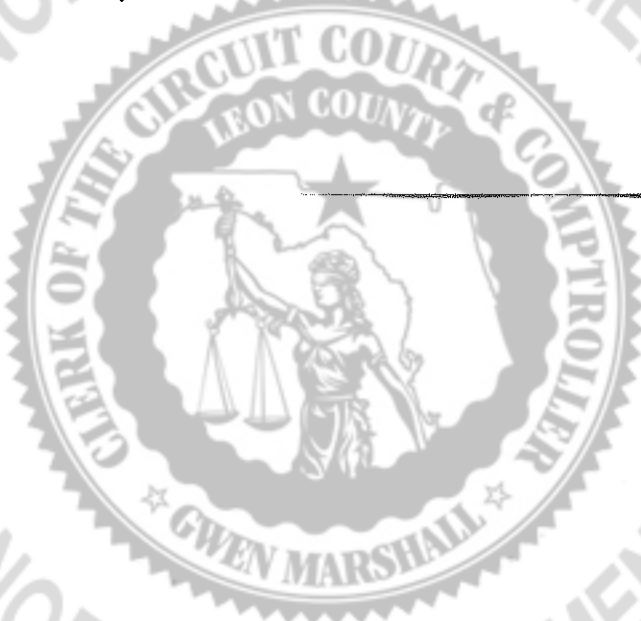
2. Use of Recreational Facilities. In the event recreational facilities are constructed upon the Restricted Area, the Directors may adopt rules and regulations governing the use and control of such facilities.

3. Reservation of Easement. The Developer hereby reserves and hereby grants unto its successors and assigns, an easement for ingress and egress and for the installation, repair and maintenance of drainage, sewer, water, electricity, gas, telephone, television system and similar facilities over, along, across and under all restricted areas, as well as the rear ten (10) feet of all golf course lots. Such easement shall also include the right to use all roadways on the Properties.

4. Subdivision Prohibited. No Lot may be divided or subdivided, or its boundary line changed, except with written permission by the Developer.

5. Exterior Maintenance of Homes. Homes constructed on Lots within the Properties shall be maintained by the Owner not only in a good state of repair, but also in an aesthetically pleasing manner consistent with the character and setting of the homes and Property as originally developed. Specifically, the following items are hereby determined and declared to be items which must be kept in a proper state of maintenance and repair by the individual Lot Owner, provided, however, this list is not intended to be an all-inclusive list of such items: the roof, windows, painting or staining of exterior walls and trim, steps, porches, walkways, driveways, landscaping and lawns.

In the event any Owner of a Lot within the Properties shall fail to properly maintain the Lot and any improvements thereon, then the Association's Board of Directors (or its agents), after two-thirds (2/3)



vote, shall have the right to enter said Lot to repair, restore, and maintain the premises. The cost of such repairs, restoration and maintenance shall be added to and become part of the assessment to which said Lot is subject pursuant to Article VI. If necessary, any such assessment may exceed the maximum annual assessment described in Section 3 of Article VI.

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ARTICLE V
HOMEOWNERS ASSOCIATION & MEMBERS

1. Creation. A non-profit Florida corporation known as the Golden Eagle Homes Association was created on or about August 25, 1985.

2. Membership. Every Owner shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any site. Every person or entity who is a record owner of a fee or undivided fee, interest in any site which is subject by covenants of record to assessment by the Association shall be a Member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of any obligation shall not be a member. The requirement of membership shall not apply to any mortgagee or third person acquiring title by foreclosure or otherwise, pursuant to the mortgage instrument, or those holding by, through or under such mortgagee or third person.

3. Voting Rights. The Association shall have two classes of voting membership:

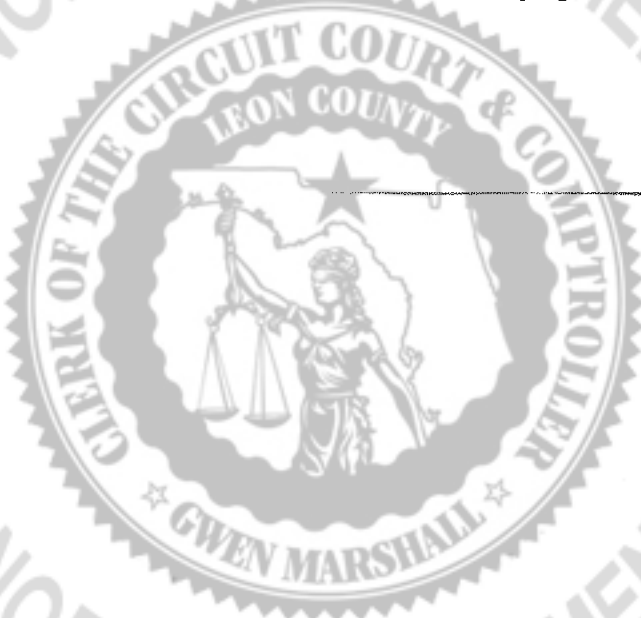
(a.) Class A. Members shall be all those owners as defined in Article V, Section 2 with the exception of the Developer. Class A members shall be entitled to one vote for each single-family site in which they hold the interests required for membership by Article V, Section 2 on all issues other than the amendment of covenants and voting for Directors of the Association. On said issues, every owner shall have one vote. When more than one person holds such interest or interests in any site, all such persons shall be members, and the vote for such site shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such site.

(b.) Class B Members shall be the Developer. The Class B members shall be entitled to four votes for each site in which it holds the interest required for membership in Subsection 1 on all issues other than the election of the Directors of the Association and the amendment of the covenants, provided that the Class B membership shall cease and become converted to Class A membership at such time when the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership, at which time the Class B membership shall be determined to be a Class A membership and entitled to vote as such.

(c.) Notwithstanding any other provision in this Article, every owner shall at all times be entitled to cast one vote per site on the amendment of restrictive covenants and the election of all Directors of the Association. The first election of said Directors shall be held before more than 50 percent of the sites have been sold or conveyed by the Developer.

4. Powers and Duties of Association. The Association, in addition to the powers and duties set forth elsewhere in these covenants, the by-laws and Rules and Regulations established by the Association, shall have the following powers, duties and responsibilities:

(a) It shall own in fee simple, maintain and otherwise manage all Restricted Areas and all facilities, improvements and landscaping thereon, including the entrance gates.



(b) It may grant easements, where necessary, across Restricted Areas for the location of utilities, access ways and roadways.

(c) It shall maintain such policy or policies of insurance as the Board of Directors of the Association deems necessary, desirable or advisable in protecting the interests of the Association and its members, on and to any improvements located in Restricted Areas.

(d) It shall have the authority to employ a manager or other person and to contract with independent contractors or business entities to perform all or any part of its duties and responsibilities.

5. Reservation by Developer. The Developer shall deed the private streets or roads, drainage facilities, and other required common area improvements to the Association or other responsible corporate entity before more than 70 percent of the subdivision sites have been sold or conveyed by the Developer. The Developer has specifically reserved the right to use all restricted areas for drainage, utility, cable television and other similar type easements. It may assign such rights to other entities.

ARTICLE VI

COVENANTS FOR MAINTENANCE ASSESSMENTS

1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (a) annual assessments or charges; and (b) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees for enforcing same, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall pass to successors in title, unless the Treasurer of the Association has released such lot in writing.

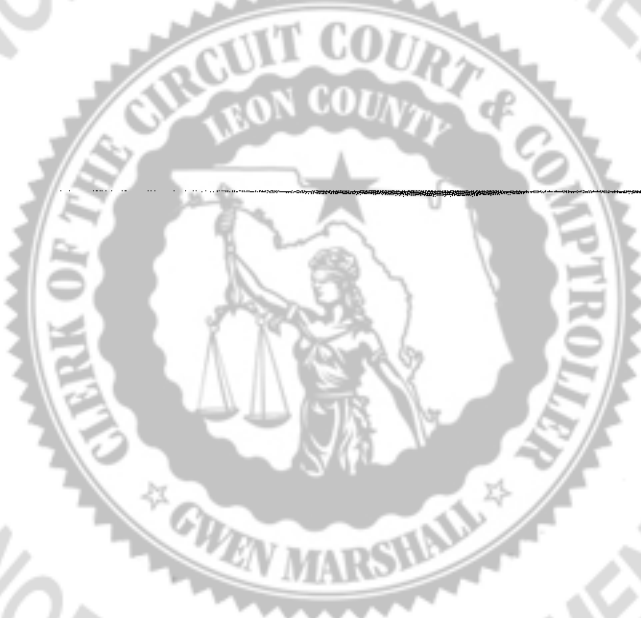
2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting health, safety and welfare of the residents in the Properties and in particular for the improvement and maintenance of the Restricted Areas, including, but not limited to, the payment for the maintenance, repair and replacement of roadways, walkways, parking areas, recreational facilities, landscaping the Restricted Areas, lighting, maintenance of entranceways, and such other uses as may be determined by the Association.

3. Maximum Annual Assessment. Until January 1, 2002, the maximum annual assessment shall be shall be \$465.00 for each single family lot

(a) From and after January 1, 2002, the Board may increase the maximum annual assessment each year by not more than 5% above the maximum assessment for the previous year, without a vote of the membership.

(b) From and after January 1, 2002, the maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3) of the members who are voting in person or by proxy, at a meeting duly called for that purpose.

(c) The Board of Directors of Golden Eagle Homes Association, Inc., may fix the annual assessment at an amount not in excess of the maximum.



4. Special Assessment for Capital Improvements. In addition to the annual assessments described above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Restricted Areas, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose.

5. Notice and Quorum for Any Action Authorized Under Paragraphs 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 and 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At such meeting, the presence of a majority of the Owners (or written proxies therefrom) shall constitute a quorum.

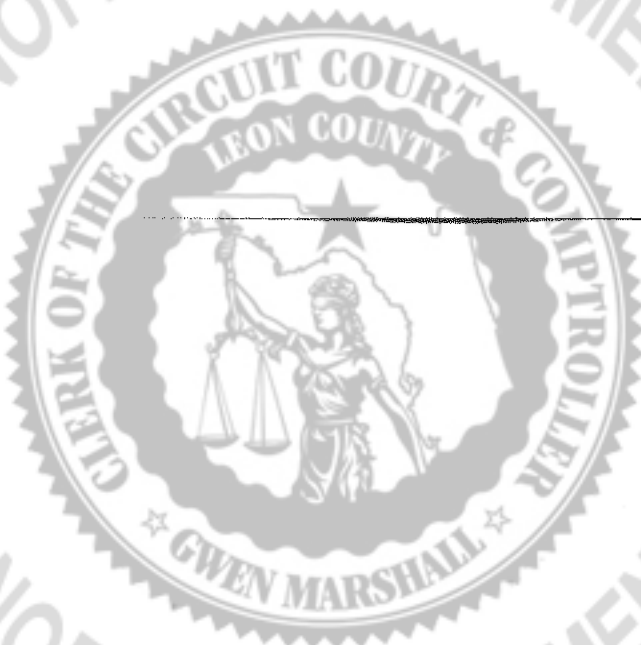
6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all single-family lots. All assessments shall be paid on an annual basis.

7. Date of Commencement of Annual Assessments: Due Dates. The effective date of the commencement of Annual Assessments shall be the first day of the month following plat recordation. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The annual assessment shall be the maximum amount allowable unless reduced by majority vote of the Board of Directors. Written notice of the annual assessment shall be sent to every Lot Owner. The due dates shall be April first for each full calendar year following completion of the improvements unless otherwise established by the Board of Directors. The due dates for Special Assessment shall be fixed in the resolution authorizing such assessments.

8. Effective of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 18% per annum. The Association may bring an action at law against the Owner, who is personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Restricted Area or abandonment of a Lot.

9. Subordination of the Lien to Mortgages. The lien of assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments, which became due prior to such sale or transfer. No sale or transfer shall relieve any Lot from liability for any assessments thereafter becoming due or from the lien thereof.

10. Exempt Property. No Assessments or fines shall be made and no lien shall be created upon the following property: (i.) all Common Areas or Open Spaces, including roadways, utility easements and rights of way; (ii.) all property owned by the Association; (iii.) all property owned by the Declarant or Developer, unless used by the Declarant or Developer for a personal residence or dwelling, so long as the Declarant has not sold or deeded away more than 50 percent of the lots with regard to Annual Assessments, and so long as the Declarant has not sold or deeded away more than 75 percent of the lots with regard to Special Assessments.



ARTICLE VII
ARCHITECTURAL CONTROL

Section 1. No building, fence, wall, or other structure shall be commenced, erected or maintained upon the properties or Restricted Areas, nor shall any exterior additions or alterations be made thereto (including changes in color or paints or stains) until the plans and specifications, including landscaping plans, showing the nature, kind, shape, heights, materials, and location of the same shall have been submitted to and approved in writing as to consistency with the building guidelines and harmony of external design and location in relation to surrounding structures and topography by the Architectural Control Committee. The Architectural Control Committee shall have the absolute and exclusive right to refuse any building plans and specifications, site grading and landscape plans, which are not suitable or desirable in its opinion for any reason, including purely aesthetic reasons, connected with community standards or future development plans of the Developer of said lands or contiguous lands.

Section 2. The original appearance of buildings, paved areas, landscaping and fencing, whether on the Properties or the Restricted Areas, shall be maintained and preserved.

Section 3. In the event the Architectural Control Committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and Article III will be deemed to have been fully complied with.

Section 4. Architectural Control Committee. The Architectural Control Committee for Golden Eagle Unit No. 6 – Phase 2, is composed of two (2) members appointed by the Association, and three (3) members appointed by the Developer. A majority of the committee may designate a representative to act for it. Neither the member of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The Committee shall have the powers and duties enumerated herein. It may approve, disapprove, or approve with modifications, the plans submitted in writing to the Committee.

Section 5. Submission of Plans. At least thirty (30) days before commencing the construction or alteration of any and all buildings, fences, or any other structures or permanent improvements on or to any Lot, the Owner shall submit a complete set of architectural and landscape plans to the Committee for its written approval, disapproval or approval with modifications, as hereinafter provided.

Approval of Content of Plans. No improvement shall be erected, placed, altered, maintained or permitted on any Lot until plans have been submitted to and approved in writing by the Committee. Such plans shall include the following:

- (a) Site Plan. A site plan complete with dimensional locations of all proposed improvements with all building setback lines shown, limits of clearing, discharge area, or point for storm water and anomalies.
- (b) Pre/post construction erosion sediment control space plan.
- (c) Pre/post drainage plan. A drainage plan to show the flow of water off of the property.
- (d) Soil Test. A standard four-hole test and flood letter
- (e) Landscape Plan. A landscape plan showing types, size and locations of all shrubs, ground covers and turfs to be planted, as well as trees to be planted and all "protected" trees, as defined herein,

which are proposed to be removed. A "protected" tree is defined as any tree of any kind measuring twelve (12) inches or more in diameter, or six inches or more in diameter within fifty (50) feet of a golf course or lake front, at a height measured three (3) feet above the natural ground elevation. No "protected" tree shall be cut or removed from any Lot without the express written approval of the Committee unless located within fifteen (15) feet of the approved site for any building.

(f) Architectural Plan. Floor plans, elevation drawings of all exterior walls and roof plan; and wall section

(g) Description of Exterior Finish. A description of all proposed exterior finishes, materials and colors, including those for walls, roofs, windows, doors, paving, and fences. Samples and/or manufacturers identification data shall be supplied if requested by the committee. All exteriors must be all brick or stucco. James Hardi, vinyl or other approved materials may be used as accent.

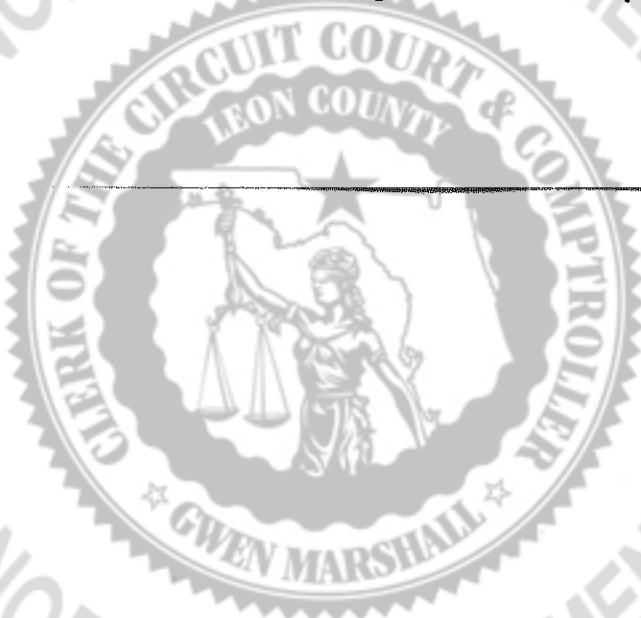
ARTICLE VIII

GENERAL PROVISIONS REGARDING CONSTRUCTION

1. Architectural Review: No construction shall be commenced, performed, or allowed to be commenced or performed on any Lot without the prior written approval of the Architectural Control Committee. In considering whether to approve a proposed Building or Improvement, the Architectural Control Committee shall consider the quality and excellence of the proposed Building and Improvement, including the style of design, the type and quality of materials, methods of construction and landscaping. Buildings and Improvements shall be consistent with landscaping and features of each Lot and shall reflect and effort to minimize the damage to valuable natural beauty and privacy. The Architectural Control Committee may reject any proposed Building or Improvement plan, which, in the sole judgment of the Architectural Control Committee, is inconsistent or inharmonious with other Buildings in the homes within Golden Eagle Unit No. 6 – Phase 2. It is the intent of these restrictions that Buildings and Improvements approved by the Architectural Control Committee shall be of an appropriate quality and character, consistent with a high quality residential development in an environmentally sensitive property.

2. Clearing; Site Work Permits: No clearing or site work shall be commenced on any Lot until all construction plans, Building plans, Improvement plans, site development plans, including plans for the removal of vegetation and trees, have been approved by the Architectural Control Committee and until all necessary permits have been obtained, granted and issued by all governmental authorities having jurisdiction over construction of such Improvements on a Lot. The Owner will furnish evidence of such permits to the Architectural Control Committee on request. All building permits, notices of commencement, and other such notices shall be posted on the Lot in accordance with requirements of law.

3. Construction Procedures: During the period of construction, the Architectural Control Committee shall have the right to inspect the progress of construction to determine compliance with this Declaration and the plans and specifications previously approved by the Architectural Control Committee. Construction shall be commenced promptly after approval of plans by the Architectural Control Committee and shall be prosecuted diligently until completion. Construction may occur between the hours of 7:00 A.M. and 7:00 P.M., Monday through Saturday; no construction activities are allowed on Sundays. Construction shall be accomplished in a manner providing the minimum interference or inconvenience to other Owners and no noxious or offensive activity shall be permitted, nor shall loud music, loud vehicles, speeding, or other such activities be allowed. The Contractor/Owner shall be responsible for any damage to any streets or roads caused by heavy equipment, earth moving equipment, bulldozers, graders, site work equipment and other such causes. During construction, the



Contractor/Owner shall be responsible for maintaining a clean and attractive job site, providing trash receptacles and enforcing regular cleanups of the Lot. Construction materials and vehicles shall be kept on the site, off of and away from any streets or roads and rights of way. Storage of materials shall be neat and orderly and in an inconspicuous area of the Lot. Temporary utilities shall likewise be installed and maintained in a reasonably attractive manner.

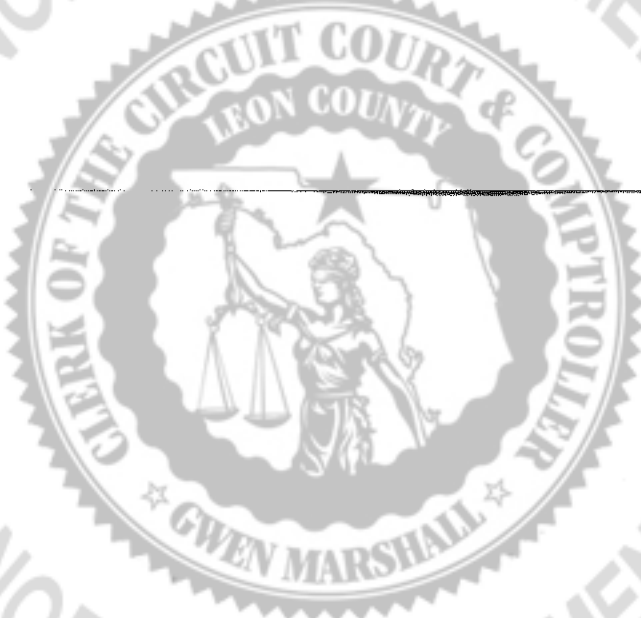
4. Completion of Construction.: Construction of all Improvements on a Lot shall be completed within one year from the approval of such Improvements by the Architectural Control Committee. Any proposal for change in the Improvements shall be submitted for review and approval by the Architectural Control Committee prior to implementation. In the event that the construction appears to the Architectural Control Committee to be behind schedule or progressing in a manner that it cannot be completed within the period specified in this paragraph, the Architectural Control Committee may demand assurances from the Contractor/Owner that construction can be completed in accordance with the terms of this paragraph. If such assurances are not satisfactory to the Architectural Control Committee, or if no assurances are received, the Association may take such action as the Association deems reasonably necessary to insure that completion of the Improvements will occur as specified herein, including, without limitation, the hiring of separate crews and contractors to complete the Improvements in accordance with the previously approved plans and specifications. The cost of such work by the Association, shall constitute a special assessment against the Lot on which the work occurs and shall be secured by a lien on such Lot in accordance with the lien and assessment procedures established below. The remedies available to the Association in the event of a delay in the progress of construction as specified above shall also be available to the Association in the event that the Owner abandons such construction at any time subsequent to the approval of the plans and specifications by the Architectural Control Committee.

5. Approved Contractors: No construction shall be performed on any Lot except by a fully licensed contractor approved in writing by the Architectural Control Committee, which may require financial information, references, and other information as it deems necessary to make a deliberate decision as to the quality and stability of the contractor. The Architectural Control Committee shall maintain a list of approved licensed contractors, which shall be available to any Owner upon request. The Architectural Control Committee may revoke its approval of the contractor at any time if the Committee becomes aware of any erroneous or false information submitted by the contractor in the approval process, or if such contractor, in the sole judgment of the Architectural Control Committee, becomes unable or unqualified to fulfill the responsibilities of a highly competent general contractor capable of constructing the approved Building and Improvements.

Violations of this Article or any other covenant and/or restriction contained in this document may be enforced by the Association, either through legal action to restrain such conduct or by an assessment of a fine against the Owner or their Contractor directly or indirectly responsible for such conduct. Such fine shall be reasonable in relationship to the offense. The Board shall create a fine schedule and procedure for the levying of fines and make same available to any owner upon request.

ARTICLE IX **LIMITATION OF LIABILITY**

Section 1. Plan Approval. Neither the Developer nor its successors or assigns nor the Committee nor any member thereof shall be liable in damages to any Owner, their successors and assigns by reason of any mistake in judgment, negligence, act or omission arising out of or in connection with the approval or disapproval or failure to approve any such plans, the enforcement or non-enforcement,



modification or waiver, breach or default of any covenant or restriction or provision contained herein. Every Owner, and their successors and assigns, waives and releases the right to bring any action, proceeding or suit against the Developer, the Association, the Committee and all members thereof to recover damages.

Section 2. Construction. Where plans are approved by the Committee (or any change or modification thereto), such approval shall be deemed to be strictly limited to an acknowledgement or consent by the Committee to the improvements being constructed in accordance therewith, and shall not, in any way, be deemed to imply any warranty, representation or approval by the Committee, Developers, it successors or assigns, that such improvements, if so constructed, will be structurally sound, will be fit for any particular purpose or will have a market value of any particular magnitude.

ARTICLE X

GENERAL PROVISIONS

1. Enforcement. The Association, or and Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by an Owner to enforce any covenants or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

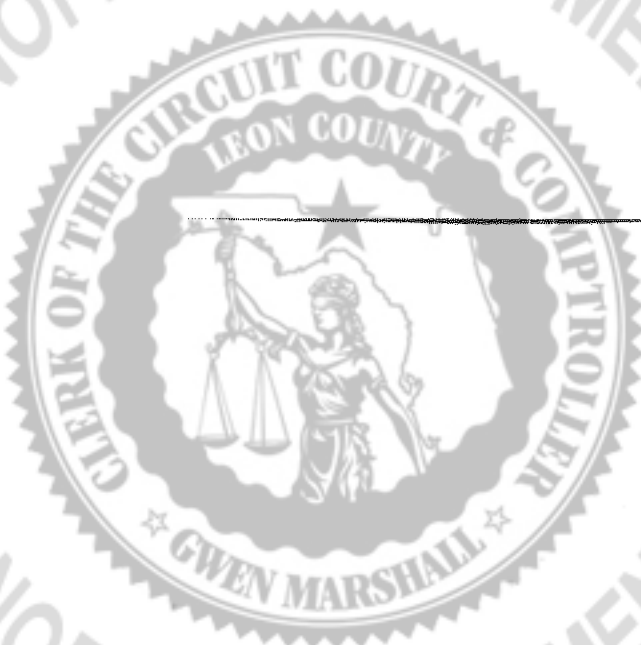
2. Severability. The invalidity in whole or part of any one of these covenants or restrictions shall not affect the validity of any other provisions, which shall remain in full force and effect.

3. Amendment of Documents.

(a) The covenants and restrictions of this Declaration shall run with and bind the land, for a term of fifty (50) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless terminated by an affirmative vote of three fourths (3\4) of the Lot Owners of all the Properties annexed by these or similar covenants by Developer under paragraph 4, below.

(b.) This Declaration may be amended at any time with the consent and approval of not less than three-fourths (3\4) of all such Lot Owners. Any such amendments shall be recorded in the public records of Leon County, Florida. Notice of any proposed amendment shall be given in writing to each Lot Owner, by registered mail, return receipt requested, at least thirty (30) days prior to a meeting called by the Association to consider such proposed amendment.

(c.) Developer's Reservation to Amend: The Developer reserves and shall have the sole right (a) to amend these covenants and restrictions for the purpose of curing any ambiguity in, or any inconsistency between the provisions contained herein, (b) to include in any contract or deed subsequent Declaration of Covenants and Restrictions or other instrument hereafter made any additional covenants and restrictions applicable to said land which do not lower standards of the covenants and restrictions herein contained, and (c) to release any building plot from any part of the covenants and restrictions which have been violated (including, without limiting the foregoing, violations of building restriction lines and provisions hereof relating thereto) if the Developer, in its sole judgment, determines such violation to be a minor or insubstantial violation.



(d.) Notwithstanding any of the above provisions, no amendment shall be adopted to these covenants which discriminates against any Lot Owner or group of Lot Owners without their express consent. No amendment shall change or increase the percentage of any individual Lot Owner's contribution to assessments. No amendment to these covenants shall be effective which alters the requirements herein imposed by Section 10-1560(a) (1)-(a) (13) of the Leon County Code without the written consent and joinder of the county which consent and joinder may be given by the county attorney provided the minimum requirements of said Section are complied with.

4. Annexation. Developer owns additional real property adjacent and contiguous to the Properties. The Developer may annex so much of said additional property from time to time, in the sole discretion of Developer, to Declaration of Covenants and Restrictions of similar nature by recording such in the Public Records of Leon County, Florida. Upon such recordation, the annexed Properties shall become part of those Properties to the end that all rights of members shall be uniform as between all Units. Except as aforesaid, any other annexation of additional property shall be approved by two-third (2/3) vote of the members.

5. Additional Covenants. The covenants and restrictions imposed hereby are in addition to those imposed by Twin Action Properties, Inc. pursuant to that certain Declaration of Covenants and Restrictions dated May 21, 2002 as recorded in Official Records Book R2670 at Page 503, of the Public Records of Leon County, Florida. In addition to becoming members of the Golden Eagle Homes Association, Inc., all Lot Owners shall become members of the Killearn Lakes Homeowners Association, Inc., and shall pay the assessments levied by said Associations.


ARTICLE XI RESALE OF PROPERTY

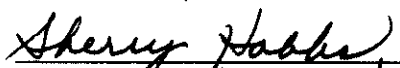
To assist in maintaining property values and to provide a structural plan to assist the sale of lots and homes, Twin Action Properties, Inc., or assigns ("Realtor") shall maintain a properly staffed sales office in Golden Eagle during normal business hours for Realtors. In consideration thereof, all sales and resales of all lots, improved or unimproved, shall be listed with the sales office by each Owner at the time they wish to sell their property. Such listing agreement shall provide for a payment to Realtor of ten per cent (10%) commission on the sale of lots and a five per cent (5%) commission on the sale of homes. Realtor agrees to cross list the property with multiple listing service, or equivalent, in addition to providing its own sales staff. If the home or lot is sold directly by Owner, only one-half of the commission will be due Twin Action properties, Inc., or assigns. Any such commission due shall be paid on or before the closing of the sale, whether or not the property is listed with Twin Action properties, Inc., or assigns. Any commission not paid at closing shall become a lien upon such property. Such obligation for commission shall not apply to the sale, transfer, or assignment to an immediate family member, a transfer upon the death of an Owner(s), nor to the transfer resulting from a Foreclosure of a mortgage or sale from sheriff's deed. For purposes of this covenant, "immediate family" shall mean son(s), daughter(s), step-son(s), step-daughter(s), mother, father, step-mother, step-father, brother(s), sister(s), step-brother(s), step-sister(s), or grandchildren.



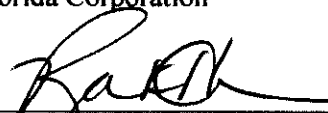
IN WITNESS WHEREOF, the undersigned being the Developer herein, has caused this Declaration to be executed the day and year first above written.

WITNESSES:


Print Name: AMY N HORNE


Print Name: SHERRY HOBBS


TWIN ACTION PROPERTIES, INC.
A Florida Corporation

By: 
Roger K. Hobbs, President

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged to me this 20th day of May, 2002, by Roger K. Hobbs, as President of Twin Action Properties, Inc., a Florida corporation, successor developer, on behalf of the corporation. He is personally known to me and did not take an oath.


Notary Public
Printed Name: AMY N HORNE
My Commission Expires:

(Notary Seal)



Amy Norman Horne
MY COMMISSION # DD100289 EXPIRES
March 14, 2006
BONDED THRU TROY FAIR INSURANCE, INC.

R20020044783
 PUBLIC RECORDS IN
 BK: R2670 PG: 00549
 MAY 21 2002 02:15 PM
 BOB INZER, CLERK OF COURTS

**THURMAN ROBBENBERRY
 AND ASSOCIATES, INC.
 PROFESSIONAL SURVEYORS AND MAPPERS**

PO Box 100
 125 Sheldon Street
 Sopchoppy, Florida 32358
 USA

Phone: 850-962-2338
 Fax: 850-962-1103

February 15, 2002

Legal Description of Golden Eagle Unit 6 Phases 2
 For: Moore-Bass Consulting, Inc.

I hereby certify that this is a true and correct representation of the following described property and that this description meets the minimum technical standards for land surveying (Chapter 61G17-6, Florida Administrative Code).

Begin at a concrete monument (marked #4261) marking the Southeast corner of Lot 11, Block "AM" of Golden Eagle Unit 6 Phase 1, a subdivision as per map or plat thereof recorded in Plat Book 13, Page 20 of the Public Records of Leon County, Florida, said point also marking a point of curve to the right. From said POINT OF BEGINNING run Northeasterly along said curve having a radius of 275.00 feet, through a central angle of 06 degrees 34 minutes 12 seconds for an arc distance of 31.53 feet, chord being North 27 degrees 57 minutes 22 seconds East 31.52 feet to a concrete monument (marked #4261), thence run North 31 degrees 14 minutes 28 seconds East 61.81 feet to a concrete monument (marked #4261), thence run South 58 degrees 45 minutes 32 seconds East 50.00 feet to a concrete monument (marked #4261) marking a point of curve to the right, having a radius of 29.73 feet, through a central angle of 82 degrees 33 minutes 57 seconds, for an arc distance of 42.85 feet, chord being North 72 degrees 04 minutes 48 seconds East 39.24 feet to a concrete monument (marked #4261), thence run North 14 degrees 49 minutes 40 seconds East 50.59 feet to a concrete monument (marked #4261), thence run North 27 degrees 08 minutes 42 seconds East 175.53 feet to a concrete monument (marked #4261), thence run South 84 degrees 43 minutes 31 seconds East 64.61 feet to a concrete monument (marked #4261), thence run North 73 degrees 24 minutes 15 seconds East 30.00 feet to a concrete monument (marked #4261), thence run North 49 degrees 35 minutes 08 seconds East 72.79 feet to a concrete monument (marked #4261), thence run North 13 degrees 29 minutes 44 seconds East 88.59 feet to a concrete monument (marked #4261), thence run North 00 degrees 32 minutes 53 seconds West 118.73 feet to a concrete monument (marked #4261), thence run North 08 degrees 41 minutes 05 seconds West 278.96 feet to a concrete monument (marked #4261) marking a point of curve to the right having a radius of 2200.92 feet, through a central angle of 07 degrees 41 minutes 10 seconds, for an arc distance of 295.25 feet, chord being North 88 degrees 51 minutes 48 seconds West 295.03 feet to a concrete monument (marked #4261), thence run South 07 degrees 52 minutes 25 seconds West 211.75 feet to concrete monument (marked #4261), thence run North 82 degrees 07 minutes 35 seconds West 215.15 feet to a concrete monument (marked #4261), thence run North 15 degrees 19 minutes 05 seconds East 30.26 feet to a concrete monument (marked #4261), thence run North 86 degrees 51 minutes 13 seconds West 28.84 feet to a concrete monument (marked #4261), thence run North 03 degrees 08 minutes 47 seconds East 555.34 feet to a concrete monument (marked #4261), thence run

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Golden Eagle Unit 6 Phase 2 (con't)

South 76 degrees 21 minutes 56 seconds East 172.44 feet to a concrete monument (marked #4261), thence run South 66 degrees 40 minutes 21 seconds East 429.82 feet to a concrete monument (marked #4261), thence run North 13 degrees 43 minutes 23 seconds East 270.78 feet to a concrete monument (marked #4261), thence run North 57 degrees 08 minutes 00 seconds East 232.06 feet to a concrete monument (marked #4261), thence run South 52 degrees 39 minutes 49 seconds East 154.87 feet to a concrete monument (marked #4261), thence run South 89 degrees 15 minutes 01 seconds East 151.89 feet to a concrete monument (marked #4261), thence run South 15 degrees 28 minutes 21 seconds West 578.95 feet to a concrete monument (marked #4261), thence run South 08 degrees 41 minutes 05 seconds East 120.00 feet to a concrete monument (marked #4261), thence run South 02 degrees 03 minutes 07 seconds East 132.98 feet to a concrete monument (marked #4261), thence run South 01 degrees 54 minutes 36 seconds East 123.14 feet to a concrete monument (marked #4261), thence run South 07 degrees 16 minutes 28 seconds West 101.06 feet to a concrete monument (marked #4261), thence run South 14 degrees 57 minutes 22 seconds West 101.95 feet to a concrete monument (marked #4261), thence run South 26 degrees 00 minutes 10 seconds West 108.63 feet, thence run South 61 degrees 48 minutes 43 seconds East 175.00 feet to a concrete monument (marked #4261), thence run North 28 degrees 11 minutes 17 seconds East 18.17 feet to a concrete monument (marked #4261), South 59 degrees 48 minutes 26 seconds East 50.03 feet to a concrete monument (marked #4261) marking a point of curve to the left having a radius of 30.00 feet, through a central angle of 90 degrees 00 minutes 33 seconds, for an arc distance of 47.12 feet, chord being South 16 degrees 48 minutes 43 seconds East 42.43 feet to a concrete monument (marked #4261), thence run South 61 degrees 48 minutes 43 seconds East 112.44 feet to a concrete monument (marked #4261), thence run South 28 degrees 11 minutes 17 seconds West 225.00 feet to a concrete monument (marked #4261), thence run North 61 degrees 48 minutes 43 seconds West 14.03 feet to a concrete monument (marked #4261), thence run South 28 degrees 11 minutes 17 seconds West 225.00 feet to a concrete monument (marked #4261), thence run North 61 degrees 48 minutes 43 seconds West 14.07 feet to a concrete monument (marked #4261), thence run South 28 degrees 11 minutes 17 seconds West 175.00 feet to a concrete monument (marked #4261), thence run North 61 degrees 48 minutes 43 seconds West 179.18 feet to a concrete monument (marked #4261), thence run South 28 degrees 11 minutes 17 seconds West 175.00 feet to a concrete monument (marked #4261), thence run North 61 degrees 48 minutes 43 seconds West 7.31 feet to a concrete monument (marked #4261) marking a point of curve to the left having a radius of 925.00 feet, through a central angle of 01 degrees 57 minutes 43 seconds, for an arc distance of 31.67 feet (chord being North 62 degrees 47 minutes 34 seconds West 31.67 feet) to a concrete monument (marked #4261), thence run South 25 degrees 00 minutes 28 seconds West 50.01 feet to a concrete monument (marked #4261), thence run South 26 degrees 17 minutes 46 seconds West 174.62 feet to a concrete monument (marked #4261), thence run North 68 degrees 18 minutes 48 seconds West 107.59 feet to a concrete monument (marked #4261), thence run North 77 degrees 59 minutes 45 seconds West 133.90 feet to a concrete monument (marked #4261), thence run North 83 degrees 02 minutes 28 seconds West 132.54 feet to a concrete monument (marked #4261), thence run South 04 degrees 57 minutes 04 seconds West 142.34 feet to a concrete monument (marked #4261), thence run North 85 degrees 00 minutes 05 seconds West 50.24 feet to a concrete monument (marked #4261), said point also

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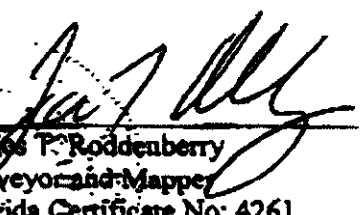
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Golden Eagle Unit 6 Phase 2 (con't)

lying on the Easterly boundary of said Golden Eagle Unit 6 Phase 1, thence run Northwesterly and Northeasterly along said Easterly boundary the following courses: North 05 degrees 00 minutes 10 seconds East 154.82 feet to a concrete monument (marked #4261), North 84 degrees 32 minutes 58 seconds West 139.27 feet to a concrete monument (marked #4261), North 14 degrees 02 minutes 48 seconds West 109.56 feet to a concrete monument (marked #4261), North 04 degrees 59 minutes 55 seconds East 616.44 feet to a concrete monument (marked #4261), North 08 degrees 51 minutes 01 seconds East 63.39 feet to a concrete monument (marked #4261), North 24 degrees 13 minutes 07 seconds East 91.01 feet to a concrete monument (marked #4261), South 65 degrees 19 minutes 44 seconds East 166.56 feet to the POINT OF BEGINNING containing 38.74 acres, more or less.

The undersigned surveyor has not been provided a current title opinion or abstract of matters affecting title or boundary to the subject property. It is possible there are deeds of records, unrecorded deeds, easements or other instruments which could affect the boundaries.


James P. Roddenberry
Surveyor and Mapper
Florida Certificate No: 4261

02-014
revised 3/6/02, 5/20/02
rev.5/17/02

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Thurman Reddenberry and Associates, Inc.
Professional Surveyors and Mappers

PO Box 100
125 Sheldon Street
Sopchoppy, Florida 32358
USA

Phone: 850-962-2538
Fax: 850-962-1103

May 20, 2002

Legal Description of a Access and Utility Easement
Certified To: Moore, Bass Consulting, Inc.

I hereby certify that this is a true and correct representation of the following described property and that this description meets the minimum technical standards for land surveying (Chapter 61G17-6, Florida Administrative Code).

Begin at the Southeast corner of Lot, 11, Block "AM" of Golden Eagle Unit 6, Phase I, a subdivision as per map or plat thereof recorded in Plat Book 13, Page 20 of the Public Records of Leon County, Florida said point lying on a curve concave to the Easterly, thence run Southerly along said curve having a radius of 275.00 feet, through a central angle of 19 degrees 40 minutes 21 seconds for an arc distance of 94.42 feet chord being South 14 degrees 50 minutes 05 seconds West 93.96 feet, thence run South 04 degrees 59 minutes 55 seconds West 721.63 feet, thence run South 05 degrees 00 minutes 10 seconds West 154.82 feet, thence run South 85 degrees 00 minutes 05 seconds East 50.24 feet, thence run North 04 degrees 57 minutes 04 seconds East 286.41 feet to a point of curve to the right having a radius of 30.00 feet, through a central angle of 91 degrees 57 minutes 37 seconds for an arc distance of 48.15 feet, chord being North 50 degrees 58 minutes 43 seconds East 43.15 feet, thence run South 83 degrees 02 minutes 28 seconds East 107.60 feet to a point of curve to the right having a radius of 875.00 feet, through a central angle of 19 degrees 20 minutes 14 seconds for an arc distance of 295.31 feet, chord being South 73 degrees 22 minutes 21 seconds East 293.91 feet, thence run North 25 degrees 00 minutes 28 seconds East 50.01 feet to a point of curve to the left having a radius of 925.00 feet, through a central angle of 01 degrees 54 minutes 55 seconds for an arc distance of 30.92 feet, chord being North 64 degrees 43 minutes 52 seconds West 30.92 feet to a point of reverse curve having a radius of 30.00 feet, through a central angle of 70 degrees 41 minutes 14 seconds for an arc distance of 37.01 feet, chord being North 30 degrees 20 minutes 42 seconds West 34.71 feet, thence run North 04 degrees 59 minutes 55 seconds East 303.01 feet to a point of curve to the right having a radius of 30.00 feet, through a central angle of 104 degrees 41 minutes 45 seconds for an arc distance of 54.82 feet, chord being North 57 degrees 20 minutes 47 seconds East 47.50 feet to a point of compound curve having a radius of 1275.00 feet through a central angle of 08 degrees 29 minutes 38 seconds for an arc distance of 189.01 feet, chord being South 66 degrees 03 minutes 31 seconds East 188.84 feet, thence run South 61 degrees 48 minutes 43 seconds East 200.56 feet, thence run North 28 degrees 11 minutes 17 seconds East 50.00 feet, thence run North 61 degrees 48 minutes 43 seconds West 98.41 feet to a point of curve to the right having a radius of 30.00 feet, through a central angle of 90 degrees 00 minutes 00 seconds for an arc distance of 47.12 feet, chord being North 16 degrees 48 minutes 43 seconds West 42.43 feet, thence run North 28 degrees 11 minutes 17 seconds East 290.00 feet to a point of curve to the right having a

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Access & Utility Easement (Con't)

radius of 30.00 feet, through a central angle of 90 degrees 00 minutes 00 seconds for an arc distance of 47.12 feet, chord being North 73 degrees 11 minutes 17 seconds East 42.43 feet, thence run South 61 degrees 48 minutes 43 seconds East 112.44 feet, thence run North 28 degrees 11 minutes 17 seconds East 50.00 feet, thence run North 61 degrees 48 minutes 43 seconds West 112.44 feet to a point of curve to the right having a radius of 30.00 feet, through a central angle of 90 degrees 00 minutes 33 seconds for an arc distance of 47.12 feet, chord being North 16 degrees 48 minutes 43 seconds West 42.43 feet, thence run North 59 degrees 48 minutes 26 seconds West 50.03 feet, thence run South 28 degrees 11 minutes 17 seconds West 401.77 feet to a point of curve to the right having a radius of 30.00 feet, through a central angle of 89 degrees 40 minutes 05 seconds for an arc distance of 46.95 feet, chord being South 73 degrees 01 minutes 20 seconds West 42.30 feet to a point of reverse curve having a radius of 1325.00 feet, through a central angle of 09 degrees 22 minutes 42 seconds for an arc distance of 216.88 feet, chord being North 66 degrees 49 minutes 59 seconds West 216.64 feet to a point of reverse curve having a radius of 30.00 feet, through a central angle of 76 degrees 31 minutes 15 seconds for an arc distance of 40.07 feet, chord being North 33 degrees 15 minutes 43 seconds West 37.15 feet, thence run North 04 degrees 59 minutes 55 seconds East 191.46 feet to a point of curve to the left having a radius of 275.00 feet, through a central angle of 22 degrees 36 minutes 56 seconds for an arc distance 108.55 feet, chord being North 06 degrees 18 minutes 33 seconds West 107.84 feet to a point of reverse curve having a radius of 30.00 feet, through a central angle of 78 degrees 40 minutes 12 seconds for an arc distance of 41.19 feet, chord being North 21 degrees 43 minutes 05 seconds East 38.03 feet, to a point of reverse curve having a radius of 350.00 feet, through a central angle of 58 degrees 36 minutes 36 seconds for arc distance of 358.03 feet, chord being North 31 degrees 44 minutes 53 seconds East 342.62 feet, thence run North 02 degrees 26 minutes 35 seconds East 101.37 feet to a point of curve to the left having a radius of 325.00 feet, through a central angle of 11 degrees 07 minutes 40 seconds for an arc distance of 63.12 feet, chord being North 03 degrees 07 minutes 15 seconds West 63.02 feet, thence run North 08 degrees 41 minutes 05 seconds West 262.18 feet to a point of curve to the right having a radius of 30.00 feet, through a central angle of 88 degrees 28 minutes 12 seconds for an arc distance of 46.32 feet chord being North 35 degrees 33 minutes 01 seconds East 41.86 feet to a point of reverse curve having a radius of 2030.00 feet, through a central angle of 01 degrees 50 minutes 31 seconds for an arc distance of 65.26 feet, chord being North 78 degrees 51 minutes 52 seconds East 65.26 feet to a point of reverse curve having a radius of 270.00 feet, through a central angle of 27 degrees 06 minutes 33 seconds for an arc distance of 127.75 feet, chord being South 88 degrees 30 minutes 07 seconds East 126.56 feet, thence run North 15 degrees 28 minutes 21 seconds East 60.00 feet to a point of curve to the left having a radius of 330.00 feet, through a central angle of 27 degrees 11 minutes 07 seconds for an arc distance of 156.58 feet, chord being North 88 degrees 27 minutes 50 seconds West 155.11 feet to a point of reverse curve having a radius of 1970.00 feet, through a central angle of 01 degrees 50 minutes 31 seconds for an arc distance of 63.33 feet, chord being South 78 degrees 51 minutes 52 seconds West 63.33 feet to a point of reverse curve having a radius of 2140.92 feet, through a central angle of 16 degrees 38 minutes 00 seconds for an arc distance of 621.53 feet, chord being South 88 degrees 49 minutes 46 seconds West 619.35 feet, thence run North 82 degrees 07 minutes 35 seconds West 168.98 feet, thence run South 03 degrees 08 minutes 47 seconds West 60.20 feet, thence run South 82 degrees 07 minutes 35 seconds East 164.01 feet to a point of curve to the left having a radius of 2200.92 feet, through a central angle of 13 degrees 51 minutes 19 seconds for an arc distance of 532.23 feet, chord being South 89 degrees 38 minutes 26 seconds East 530.93 feet to a point of reverse curve having a radius of 30.00 feet through a central angle of 88 degrees 28 minutes 12



Access & Utility Easement (Con't)

seconds for an arc distance of 46.32 feet, chord being South 52 degrees 55 minutes 11 seconds East 41.86 feet, thence run South 08 degrees 41 minutes 05 seconds East 262.18 to a point of curve to the right having a radius of 275.00 feet, through a central angle of 11 degrees 07 minutes 40 seconds for an arc distance of 53.41 feet, chord being South 03 degrees 07 minutes 15 seconds East 53.33 feet, thence run South 02 degrees 26 minutes 35 seconds West 101.37 feet to a point of curve to the right having a radius of 300.00 feet, through a central angle of 111 degrees 50 minutes 10 seconds for an arc distance of 585.57 feet, chord being South 58 degrees 21 minutes 40 seconds West 496.94 feet, thence run South 14 degrees 49 minutes 40 seconds West 50.59 feet to a point of curve to the left having a radius of 350.00 feet, through a central angle of 35 degrees 11 minutes 10 seconds for an arc distance of 214.94 feet, chord being South 84 degrees 40 minutes 27 seconds East 211.58 feet to a point of reverse curve having a radius of 30.00 feet, through a central angle of 86 degrees 20 minutes 24 seconds for an arc distance of 45.21 feet, chord being South 59 degrees 05 minutes 50 seconds East 41.05 feet to a point of compound curve having a radius of 225.00 feet, through a central angle of 20 degrees 55 minutes 32 seconds for an arc distance of 82.17 feet, chord being South 05 degrees 27 minutes 51 seconds East 81.72 feet, thence run South 04 degrees 59 minutes 55 seconds West 576.58 feet to a point of curve to the right having a radius of 30.00 feet, through a central angle of 102 degrees 26 minutes 50 seconds for an arc distance of 53.64 feet, chord being South 56 degrees 13 minutes 20 seconds West 46.78 feet to a point of reverse curve having a radius of 925.00 feet, through a central angle of 10 degrees 29 minutes 13 seconds for an arc distance of 169.30 feet, chord being North 77 degrees 47 minutes 52 seconds West 169.07 feet, thence run North 83 degrees 02 minutes 28 seconds West 116.89 feet to a point of curve to the right having a radius of 30.00 feet, through a central angle of 88 degrees 02 minutes 23 seconds for an arc distance of 46.10 feet, chord being North 39 degrees 01 minutes 17 seconds West 41.69 feet, thence run North 04 degrees 59 minutes 55 seconds East 479.99 feet to a point of curve to the right having a radius of 225.00 feet, through a central angle of 26 degrees 14 minutes 33 seconds for an arc distance of 103.05 feet, chord being North 18 degrees 07 minutes 11 seconds East 102.16 feet, thence run North 31 degrees 14 minutes 28 seconds East 61.81 feet, thence run North 58 degrees 45 minutes 32 seconds West 50.00 feet, thence run South 31 degrees 14 minutes 28 seconds West 61.81 feet to a point of curve to the left having a radius of 275.00 feet, through a central angle of 06 degrees 34 minutes 12 seconds for an arc distance of 31.53 feet, chord being South 27 degrees 57 minutes 22 seconds West 31.52 feet to the POINT OF BEGINNING containing 6.43 acres, more or less.

NO FIELD work has been performed to verify the accuracy of the property described hereon.

The undersigned surveyor has not been provided a current title opinion or abstract of matters affecting title or boundary to the subject property. It is possible there are deeds of records, unrecorded deeds, easements or other instruments which could affect the boundaries.

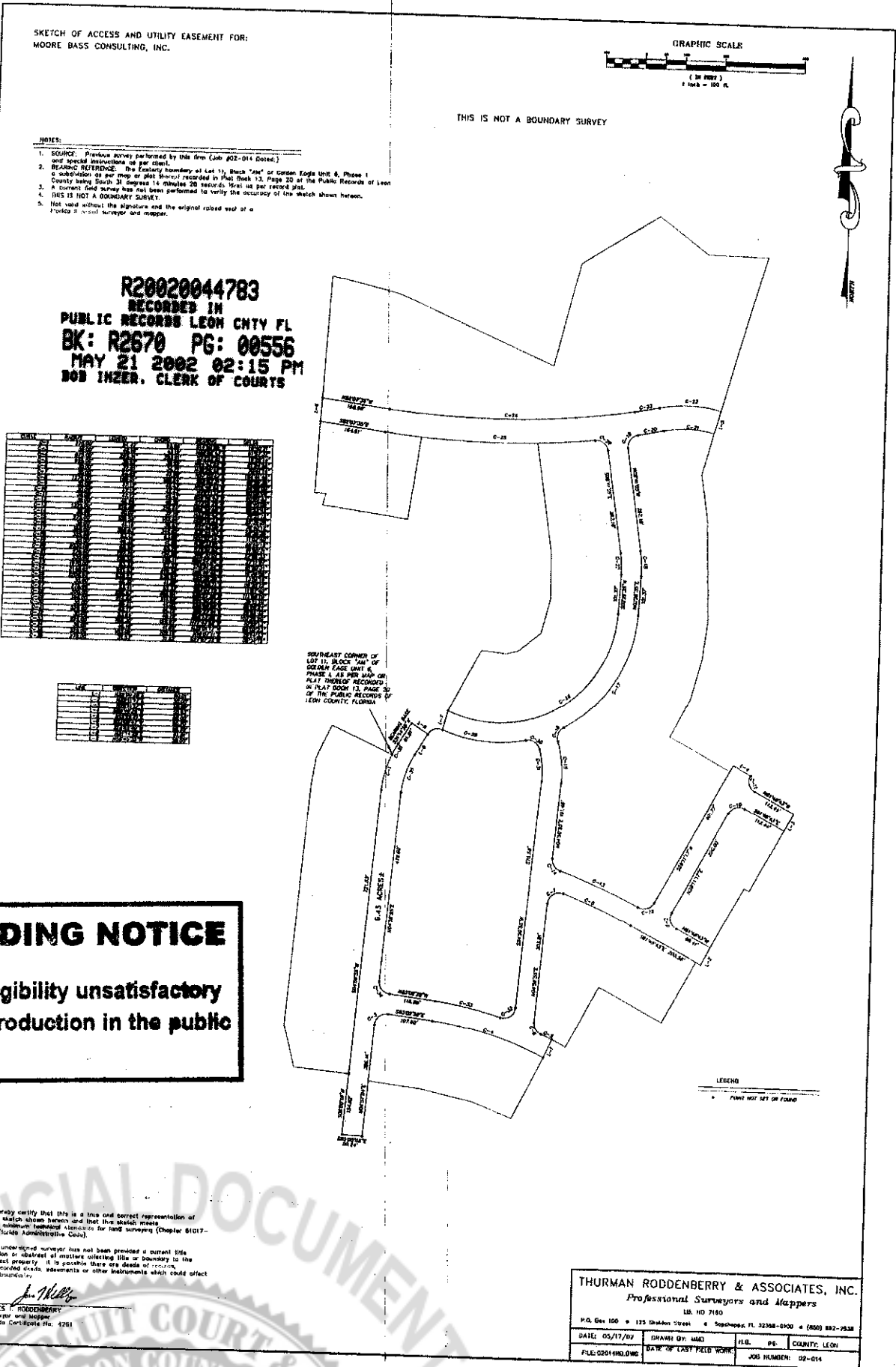


James T. Roddenberry
Surveyor and Mapper
Florida Certificate No: 4261

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EXHIBIT "2" Sketch of Roadways



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